

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORCRAFT COMPANIES, L.P.		12/13/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1761395	BROOKWOOD	
Registration Number:	1426600		
Registration Number:	2563021	KITCHEN & BATH IDEAS	
Registration Number:	1705039	NORCRAFT CABINETRY	
Registration Number:	2505147	PDC PERSONAL DESIGN CHOICES	
Registration Number:	1162775	STARMARK	
Registration Number:	3357532	KITCHEN CABINET EXPRESS	
Registration Number:	3180924	YOUR EVERY DAY PARADE OF KITCHENS	
Registration Number:	3168735	KITCHEN & BATHIDEAS CABINETRY SHOWROOM	
Registration Number:	3527121	PDC PERSONAL DESIGN CHOICES	
Registration Number:	3475448	STARMARK CABINETRY	
Registration Number:	3457226	PLAN TOQUOTE	
Registration Number:	3457228	PQ PLAN TO QUOTE	
Registration Number:	3652665	DESTINY	

TRADEMARK

Registration Number:	3655930	ENTREE
Registration Number:	3334502	VISION
Registration Number:	3118412	ICS INNOVATIVE + CABINET + SOLUTIONS
Registration Number:	2955754	NORCRAFT COMPANIES
Registration Number:	3716963	ULTRACRAFT
Registration Number:	3906443	FIELDSTONE CABINETRY
Registration Number:	3892195	M MID CONTINENT CABINETRY
Registration Number:	3803221	DESTINY
Registration Number:	3929150	U ULTRACRAFT CABINETS FOR LIFE
Registration Number:	3946713	NORCRAFT CABINETRY
Registration Number:	3942722	EUROPA BY NORCRAFT
Registration Number:	3942721	EUROPA
Serial Number:	77883565	MID CONTINENT CABINETRY
Serial Number:	85903206	MID CONTINENT CABINETRY SIGNATURE SERIES

#### CORRESPONDENCE DATA

Fax Number: 2123037064

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212 318 6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00112
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#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Christine Dionne
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Signature:	/Christine Dionne/
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Date:	12/13/2013
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Total Attachments: 9

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**TRADEMARK**  
**REEL: 005173 FRAME: 0195**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of December 13, 2013 by NORCRAFT COMPANIES, L.P., a Delaware limited partnership, (the "Pledgor"), in favor of ROYAL BANK OF CANADA, in its capacity as collateral agent pursuant to the Term Loan Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a U.S. Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Term Loan Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral:

- (a) registered Trademarks and applications therefor of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of the Security Agreement, or as otherwise provided in the Term Loan Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or other electronic transmission (i.e. a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL Intercreditor Agreement and, to the extent provided therein, the ABL Collateral Documents (as defined in the ABL Intercreditor Agreement) or the Term Collateral Documents (as defined in the ABL Intercreditor Agreement), as applicable, and any other intercreditor agreement entered into in accordance with the terms of the Term Loan Credit Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and any applicable intercreditor agreement, the provisions of the applicable intercreditor agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORCRAFT COMPANIES, L.P.

By: NORCRAFT GP, L.L.C., its General Partner

By: 

Name: Leigh Ginter

Title: Secretary

[Signature Page to Trademark Security Agreement (U.S.) (Term Loan)]

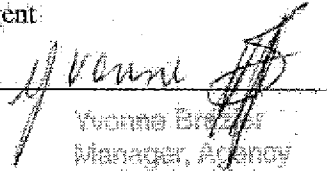
Accepted and Agreed:

**ROYAL BANK OF CANADA**  
as Collateral Agent:

By:




Name:

Title:



  
Yvonne Brezler  
Manager, Agency



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**






**Trademark Registrations:**

OWNER	TRADEMARK	REGISTRATION NO.
Norcraft Companies, L.P.	BROOKWOOD	1,761,395
Norcraft Companies, L.P.	Design only 	1,426,600
Norcraft Companies, L.P.	KITCHEN & BATH IDEAS	2,563,021
Norcraft Companies, L.P.	NORCRAFT CABINETRY	1,705,039
Norcraft Companies, L.P.	PDC PERSONAL DESIGN CHOICES 	2,505,147
Norcraft Companies, L.P.	STARMARK 	1,162,775
Norcraft Companies, L.P.	KITCHEN CABINET EXPRESS  KITCHEN CABINET EXPRESS	3,357,532



OWNER	TRADEMARK	REGISTRATION NO.
Norcraft Companies, L.P.	<p>YOUR EVERY DAY PARADE OF KITCHENS</p> <p>YOUR EVERY DAY PARADE OF KITCHENS</p>	3,180,924
Norcraft Companies, L.P.	<p>KITCHEN AND BATHIDEAS CABINETRY SHOWROOM</p> 	3,168,735
Norcraft Companies, L.P.	 <p>PDC PERSONAL DESIGN CHOICES</p>	3,527,121
Norcraft Companies, L.P.	<p>STARMARK CABINETRY</p> <p>STARMARK CABINETRY</p>	3,475,448
Norcraft Companies, L.P.	<p>PLAN TOQUOTE</p> <p>PLAN TOQUOTE</p>	3,457,226

OWNER	TRADEMARK	REGISTRATION NO.
Norcraft Companies, L.P.	 PQ PLAN TO QUOTE	3,457,228
Norcraft Companies, L.P.	DESTINY DESTINY	3,652,665
Norcraft Companies, L.P.	ENTREE ENTREE	3,655,930
Norcraft Companies, L.P.	VISION VISION	3,334,502
Norcraft Companies, L.P.	 ICS INNOVATIVE + CABINET + SOLUTIONS	3,118,412
Norcraft Companies, L.P.	NORCRAFT COMPANIES	2,955,754
Norcraft Companies, L.P.	ULTRACRAFT ULTRACRAFT	3,716,963
Norcraft Companies, L.P.	FIELDSTONE CABINETRY	3,906,443

OWNER	TRADEMARK	REGISTRATION NO.
Norcraft Companies, L.P.	MID CONTINENT CABINTRY 	3,892,195
Norcraft Companies, L.P.	 DESTINY	3,803,221
Norcraft Companies, L.P.	 ULTRACRAFT CABINETS FOR LIFE	3,929,150
Norcraft Companies, L.P.	NORCRAFT CABINETRY 	3,946,713
Norcraft Companies, L.P.	 EUROPA BY NORCRAFT	3,942,722
Norcraft Companies, L.P.	EUROPA	3,942,721

**Trademark Applications:**

APPLICANT	DESCRIPTION	SERIAL NO.
Norcraft Companies, L.P.	Mid Continent Cabinetry	77/883565

APPLICANT	DESCRIPTION	SERIAL NO.
Norcraft Companies, L.P.	Mid Continent Cabinetry Signature Series	85/903206

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